

AG Contract No. KR97 2812TRN
ADOT ECS File No. JPA 97-213
Project: H4102 01C
Section: US-180 St. Johns Streets

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF ST. JOHNS

THIS AGREEMENT is entered into 30 JANUARY, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF ST. JOHNS, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an intersection improvement project on US-180 at 13th Street West contemplated by the State in the City, the City has requested the State widen portions of US-180 through the City, from approximately one half mile west of 13th West Street to 2nd West Street from three to five lanes. The State has agreed to construct the City requested roadway widening, at an estimated cost of \$1,700,000.00, all at State expense, contingent upon the City's successful design of the improvement, at an estimated cost of \$87,500.00, all at City expense, in sufficient time so that the widening improvement may be bid by the State concurrently with the State's intersection improvement project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22174
Filed with the Secretary of State
Date Filed: 01/30/98

Betty Bayless
Secretary of State

By: Victor P. Graenewald

II. SCOPE OF WORK

1. The State will:

- a. Review the design documents and provide comments.
- b. Using the City's design, call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for all construction costs, in an amount currently estimated at \$1,700,000.00, and for any contractor claims for extra compensation attributable to the State on the State's project.
- c. Upon completion and acceptance of the Project, provide maintenance within the State's right-of-way, except for sidewalks.

2. The City will:

- a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Be responsible for all Project design costs, currently estimated at \$87,500.00. Incorporate State review comments.
- b. Provide the State in fee any additional right-of-way or easements required for the widening project, and be responsible for all costs associated with same. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.
- c. Upon completion and acceptance by the State, provide maintenance to the Project outside the State's right-of-way, and to sidewalks within or outside the State's right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of St. Johns
City Manager
245 West 1st South
St. Johns, AZ 85936

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF ST. JOHNS

STATE OF ARIZONA

Department of Transportation

By Wilford R. Booth
WILFORD R. BOOTH
Mayor

By E. D. Wright
EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By Betty Clanton
BETTY CLANTON
City Clerk


RESOLUTION NO. 327

RESOLUTION OF THE CITY OF ST. JOHNS, ARIZONA, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING HIGHWAY IMPROVEMENTS INCLUDING ADDING ADDITIONAL TRAFFIC LANES, STREET LIGHTS, SIDEWALKS AND GUTTERS FROM APPROXIMATELY THIRTEENTH WEST STREET TO SECOND WEST STREET

BE IT RESOLVED, by the Mayor and Common Council of the City of St. Johns, Arizona, that the City shall enter into an Intergovernmental Agreement with the Arizona Department of Transportation regarding highway improvements including adding additional traffic lanes, street lights, sidewalks and gutters from approximately Thirteenth West Street to Second West Street.

BE IT FURTHER RESOLVED that Steven C. Anderson, City Manager, is authorized and directed to execute all documents necessary to enter into such agreement.

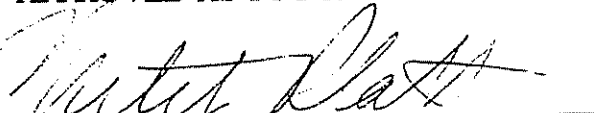
PASSED AND ADOPTED by the Mayor and Common Council of the City of St. Johns, Arizona, this 11 day of December, 1997.


Wilford R. Booth, Mayor

ATTEST:


Betty Clanton, Clerk

APPROVED AS TO FORM:


Mitchel D. Platt, City Attorney

RESOLUTION

BE IT RESOLVED on this 26th day of November 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of St. Johns for the purpose of defining responsibilities for the design, construction and maintenance of widening improvements to US-180 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'David Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

APPROVAL OF THE ST. JOHNS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF ST. JOHNS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 9 day of January, 1998.

A handwritten signature in cursive script, appearing to read "Matt Platt", is written over a horizontal line.

City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2812TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 22, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/10012

Enc.